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Superior Court of California
County of Fresno
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10 **SUPERIOR COURT OF CALIFORNIA**
11 **COUNTY OF FRESNO**

12 **JEAN RICHARD PIERRE**, On Behalf of the
13 State of California and Aggrieved Employees,

14 Plaintiff,

15 v.

16 **COMMUNITY REGIONAL MEDICAL**
17 **CENTER f/k/a FRESNO COMMUNITY**
18 **HOSPITAL AND MEDICAL CENTER and**
19 **DOES 1-50, inclusive,**

20 Defendant.

Case No. **25CECG02710**

ORIGINAL COMPLAINT FOR CIVIL
PENALTIES PURSUANT TO THE
CALIFORNIA LABOR CODE § 2699(a) &
(f) PRIVATE ATTORNEYS GENERAL
ACT OF 2004 AS AMENDED

- (1) Civil Penalties Pursuant to the Private Attorneys General Act (Lab. Code § 2699(a)); and
- (2) Civil Penalties Pursuant to the Private Attorneys General Act (Lab. Code § 2699(f)).

Plaintiff Jean Richard Pierre (Pierre), in a representative capacity only, on behalf of the State of California and Aggrieved Employees (defined below), complains and alleges as follows:

SUMMARY

1. Pierre, in a representative, non-individual capacity only, brings this enforcement action pursuant to the California Labor Code Private Attorneys General Act of 2004, as amended (PAGA), against Community Regional Medical Center f/k/a Fresno Community Hospital and Medical Center (CRMC) and Does 1-50, inclusive, on behalf of the State of California and individuals who work for or have worked for CRMC who have been misclassified as independent contractors, denied overtime wages, have not received compliant meal and/or rest breaks, have not received premium compensation for such missed meal and rest breaks, have been required to exceed maximum hours of work fixed by relevant Industrial Wage Commission (“IWC”) Wage Orders (“Wage Orders”), have been denied accurate and/or compliant itemized wage statements, and/or have been denied all wages due at the end of their employment, at any time since one year and 65 days before the filing of this Complaint until final resolution of this Action (the “Aggrieved Employees”).

2. CRMC classifies the Aggrieved Employees as independent contractors despite knowingly controlling and directing the performance of their work, despite the Aggrieved Employees performing duties within the usual course of CRMC's business, and despite the Aggrieved Employees not being customarily engaged in an independently established trade, occupation, or business of the same nature as the work performed for CRMC.

3. CRMC pays the Aggrieved Employees on an hourly basis.

4. The Aggrieved Employees regularly work more than 8 hours a day and more than 40 hours a workweek.

5. But CRMC does not pay the Aggrieved Employees for all their hours worked, including overtime hours and double time hours.

6. Instead, CRMC misclassifies Pierre and the Aggrieved Employees as independent contractors and pays them the same hourly rate for all hours worked up to 12 in a day and over 40 in a workweek (CRMC’s “straight time for overtime” pay scheme).

1 7. Further, CRMC frequently does not authorize, permit, and make available
2 compliant meal and/or rest periods to Aggrieved Employees, which they are entitled to under the
3 California Labor Code and relevant Wage Orders.

4 8. Thus, CRMC fails to authorize, permit, and/or make available required meal
5 and/or rest periods to the Aggrieved Employees.

6 9. CRMC fails to provide premium compensation to Pierre and the other Aggrieved
7 Employees for missed and denied meal and/or rest periods.

8 10. And CRMC's violative policies and practices result in non-compliant wage
9 statements.

10 11. Among other things, the wage statements CRMC provides to the Aggrieved
11 Employees fail to accurately reflect their total hours worked, gross wages earned, net wages
12 earned, and/or premium pay owed.

13 12. Because of CRMC's failure to pay all wages (including straight time wages,
14 overtime wages, and premium pay) owed, Aggrieved Employees do not receive all wages owed
15 during employment.

16 13. Therefore, Aggrieved Employees who are CRMC's former employees do not
17 receive all wages owed following separation from employment.

18 14. Pierre brings these claims in a representative, non-individual capacity only,
19 pursuant to PAGA to challenge CRMC's policies and practices of: (1) Willfully misclassifying the
20 Aggrieved Employees as independent contractors; (2) failing to pay Aggrieved Employees all
21 wages, including overtime wages, owed; (3) failing to provide or make available compliant meal
22 and rest periods and failing to provide required premium compensation for missed meal and rest
23 periods; (4) exceeding the maximum hours or work; (5) failing to timely pay wages during
24 employment (6) failing to maintain accurate records and failing to provide Aggrieved Employees
25 with accurate, itemized wage statements; and (7) failing to pay Aggrieved Employees all wages
26 owed upon separation from employment.

27 15. Pierre brings this Action to recover all civil penalties and other PAGA damages in a
28 representative capacity (rather than individual capacity) on behalf of the State of California and

1 Aggrieved Employees—he does not seek to recover any civil penalties for himself, only other
2 Aggrieved Employees.

3 16. Pierre seeks to remedy the unlawful practices CRMC has imposed and continues to
4 impose on its workers in California, which deprive Aggrieved Employees of their lawfully earned
5 compensation.

6 JURISDICTION & VENUE

7 17. This Court has jurisdiction over the State of California’s claims for civil penalties,
8 by and through Pierre as the deputized PAGA representative, pursuant to the California
9 Constitution, Article VI, section 10, which grants the Superior Court “original jurisdiction on all
10 other causes” except those given by statute to other courts. The statute under which this Action
11 is brought does not specify any other basis for jurisdiction.

12 18. Pierre electronically filed his written PAGA Notice with the California Labor and
13 Workforce Development Agency (“LWDA”) on March 17, 2025.

14 19. This Court has personal jurisdiction over CRMC because CRMC is registered to
15 do business in California and has purposefully availed itself of the benefits of the State by doing
16 business in and employing workers in California, including Pierre and the other Aggrieved
17 Employees.

18 20. Venue is proper in this judicial district pursuant to CCP §§ 393 and/or 395.5.

19 21. CRMC has employed Aggrieved Employees within Fresno County.

20 22. CRMC conducts business in this County, employs Aggrieved Employees in this
21 County, and therefore liability under PAGA arises in this County.

22 PARTIES

23 23. Pierre worked for CRMC as a Registered Nurse (RN) in its Fresno hospital from
24 approximately April 2024 until September 2024.

25 24. Throughout his employment, CRMC misclassified Pierre as an independent
26 contractor to avoid paying him overtime wages.

1 25. Pierre brings this action in a representative capacity only,¹ on behalf of the State of
2 California and on behalf of all of CRMC's current and former hourly employees employed in
3 California who suffered one or more Labor Code violations Pierre suffered, which are enumerated
4 in Labor Code §§ 2698 *et seq.*, and who worked for CRMC any time since one year and 65 days
5 before the filing of this Complaint through final resolution of this Action.

6 26. These employees are referred to as the "Aggrieved Employees."

7 27. Pierre is an "Aggrieved Employee" within the meaning of Labor Code § 2699(c)
8 because CRMC employed him, and he suffered one or more of the alleged Labor Code and/or
9 Wage Order violations committed by CRMC within the relevant limitations period.

10 28. Pierre and the other Aggrieved Employees were employees of CRMC at all relevant
11 times, within the meanings set forth in the California Labor Code and the applicable Wage
12 Order(s).

13 29. CRMC is a California nonprofit corporation headquartered in Clovis, California.

14 30. CRMC may be served with process by serving its registered agent: **Brianne L**
15 **Marriott, 789 Medical Center Dr East, Ste 101, Clovis, California 93611**, or wherever she may be
16 found.

17 31. CRMC was Pierre's and the Aggrieved Employees' employer or person(s) acting
18 on behalf of their employer(s), either individually, or as an officer, agent, or employees of another
19 person, within the meaning of California Labor Code § 1197.1, who paid or caused to be paid to
20 any employee a wage less than the minimum fixed by California state law for each hour and
21 overtime/double time hour worked, and as such, is subject to civil penalties.

22 32. Each of the fictitiously named defendants participated in the acts alleged in this
23 Complaint.

24 33. The true names and capacities of the defendants named as DOES 1 through 50,
25 inclusive, are presently unknown to Pierre.

26
27 ¹ Pierre has standing to bring a representative-only, non-individual PAGA action because (1) he is someone
28 who was employed by CRMC during the relevant time period; and (2) he is someone against whom one
or more of the alleged violations was committed. (*See Adolph v. Uber Techs., Inc.* (2023) 14 Cal.5th 1104,
1120.)

34. Pierre will amend this Complaint, setting forth the true names and capacities of these fictitiously named defendants when their true names are ascertained.

35. Pierre is informed and believes, and on that basis alleges, that each of the fictitious defendants have participated in the acts alleged in this Complaint.

Facts

36. CRMC bills itself as “the flagship hospital of Community Medical Centers . . . [with] a capacity of 685 licensed beds and see an average of 663 inpatients a day.”²

37. To meet its business objectives, CRMC employs workers, such as Pierre and the other Aggrieved Employees, to provide patient care services in its hospital.

38. CRMC willfully misclassifies Pierre and the Aggrieved Employees as independent contractors and fails to pay them overtime at the required premium rates, among other violations.

39. CRMC hires and treats Pierre and the Aggrieved Employees just like other, regular employees in its hospital.

40. Despite misclassifying Pierre and the Aggrieved Employees as independent contractors, CRMC controls all meaningful aspects of their employment.

41. CRMC controls Pierre's and the Aggrieved Employees' rate and method of pay.

42. CRMC controls Pierre's and the Aggrieved Employees' schedules and assignments.

43. CRMC controls Pierre's and the Aggrieved Employees' work.

44. Pierre's and the Aggrieved Employees' work is supervised and assigned by CRMC personnel.

45. CRMC requires Pierre and the Aggrieved Employees to follow CRMC's policies, procedures, plans, protocols, and specifications.

46. Pierre's and the Aggrieved Employees' work must strictly adhere to the quality and safety standards put in place by CRMC.

47. Pierre and the Aggrieved Employees are not required to possess any unique or

² <https://www.communitymedical.org/locations/community-regional-medical-center> (last visited June 6, 2025).

1 specialized skillset (other than that maintained by other workers in their respective positions) to
2 perform their job duties.

3 48. Indeed, the daily and weekly activities of Pierre and the other Aggrieved Employees
4 are routine and largely governed by standardized plans, procedures, and checklists created and
5 implemented by CRMC.

6 49. Virtually every job function is predetermined by CRMC, including the tools and
7 equipment used, the schedule of work, and related work duties.

8 50. Without the job Pierre and the other Aggrieved Employees perform, CRMC would
9 not be able to complete its core business objective of providing healthcare to its patients in its
10 hospital.

11 51. The work Pierre and the other Aggrieved Employees perform is therefore an
12 essential and integral part of CRMC's core business as a hospital: providing healthcare to its
13 patients.

14 52. Pierre and the other Aggrieved Employees rely on CRMC for work and
15 compensation.

16 53. Pierre and the other Aggrieved Employees are not engaged in an independently
17 established trade, occupation, or business of the same nature as the work they perform for
18 CRMC.

19 54. Pierre and the other Aggrieved Employees cannot subcontract out the work they
20 are assigned by CRMC.

21 55. Pierre and the other Aggrieved Employees do not substantially invest in the tools
22 required to complete the overall job to which they are assigned by CRMC.

23 56. Rather, CRMC incurs the large-scale business and operating expenses like
24 marketing, equipment, PPE, tools, real estate, and materials.

25 57. Pierre and the Aggrieved Employees do not market their services while employed
26 by CRMC.

27 58. CRMC maintains control, oversight, and direction of Pierre and the Aggrieved
28 Employees, including, but not limited to, hiring, firing, disciplining, and other employment

1 practices.

2 59. In sum, Pierre and the other Aggrieved Employees are CRMC's employees under
3 California law. *See* CAL. LAB. CODE § 2775.

4 60. For example, Pierre worked for CRMC as an RN from approximately April 2024
5 through September 2024 in its Fresno hospital.

6 61. Pierre's primary job duties included working in CRMC's ER hall and ER step down
7 unit assessing and monitoring patients, measuring vital signs, passing medications, executing
8 patient care plans, and otherwise assisting doctors and other patient care employees as directed
9 by CRMC management.

10 62. Pierre was CRMC's hourly employee.

11 63. Pierre reported his hours to CRMC through its designated timekeeping system.

12 64. CRMC reviewed and approved Pierre's hours worked each workday and workweek.

13 65. CRMC's records reflect the hours Pierre worked each week "on the clock."

14 66. Pierre regularly worked more than 8 hours a workday and 40 hours a workweek,
15 while employed by CRMC.

16 67. Indeed, Pierre typically worked 12+ hours a workday for 3 to 5 days a workweek.

17 68. Despite CRMC knowing Pierre regularly worked overtime hours, he was not paid
18 overtime wages for all the hours he worked over 8 in a workday and 40 in a workweek.

19 69. Instead, he was paid under CRMC's straight time for overtime pay scheme.

20 70. Pierre was paid approximately \$71 an hour, while working for CRMC.

21 71. But CRMC willfully misclassified him as an independent contractor to avoid paying
22 him overtime wages.

23 72. The shifts he worked for CRMC were scheduled through an online "app" CRMC
24 utilized to secure employees, called CareRev.

25 73. Each shift Pierre worked he was paid a single hourly rate (straight time) for each
26 "on the clock" hour he worked for CRMC up to 12 in a workday.

27 74. Pierre was thus not paid 1.5 times his regular rate of pay for all of the hours he
28 worked in excess of 8 hours in a day and/or 40 in a workweek for CRMC.

75. For example, during the week of April 14 to April 20, 2024, Pierre worked 60 “straight time” hours, but he was not paid overtime for all hours he worked in excess of 8 in a workday and/or 40 that workweek, and instead was paid approximately \$71 an hour for all of those 60 hours:

April 19	Community Regional Medical Center Apr 15 2024	12.0 hours	\$897.72
April 19	Community Regional Medical Center Apr 15 2024	Overtime: 0.2 hours	\$29.92
April 19	Clovis Community Medical Center Apr 16 2024	12.0 hours	\$850.44
April 19	Clovis Community Medical Center Apr 16 2024	Overtime: 0.32 hours	\$44.88
April 19	Clovis Community Medical Center Apr 17 2024	12.0 hours	\$850.44
April 19	Clovis Community Medical Center Apr 17 2024	Overtime: 0.3 hours	\$42.52
April 23	Clovis Community Medical Center Apr 18 2024	12.0 hours	\$850.44
April 23	Clovis Community Medical Center Apr 18 2024	Overtime: 0.43 hours	\$61.42
April 23	Clovis Community Medical Center Apr 20 2024	12.0 hours	\$850.44
April 23	Clovis Community Medical Center Apr 20 2024	Overtime: 0.23 hours	\$33.07

76. And while exact job duties and locations worked may differ, Pierre and the Aggrieved Employees are all subject to CRMC’s same or similar illegal policy—CRMC’s straight time for overtime pay scheme—for similar work.

77. The Aggrieved Employees are paid according to the same or similar straight time for overtime pay scheme that CRMC imposed on Pierre.

78. Thus, under CRMC’s straight time for overtime pay scheme, like Pierre, the other Aggrieved Employees do not receive the required time and a half overtime premium for the hours worked over 8 in a workday and 40 in a workweek, while employed by CRMC.

79. Like Pierre, the other Aggrieved Employees are paid by the hour.

1 80. Like Pierre, CRMC requires the other Aggrieved Employees to report their hours
2 worked.

3 81. And CRMC likewise reviews and approves the other Aggrieved Employees' hours.

4 82. Thus, just as CRMC maintains records of the hours Pierre worked, it also maintains
5 records of the hours the other Aggrieved Employees work.

6 83. CRMC's records show the Aggrieved Employees, like Pierre, regularly work more
7 than 8 hours a workday and 40 hours a workweek.

8 84. Every Straight Time Employee worked more than 8 hours in at least one workday
9 and/or 40 hours in at least one workweek during the relevant period.

10 85. Despite knowing the other Aggrieved Employees regularly work overtime hours,
11 they are not paid premium overtime wages, while working for CRMC.

12 86. Further, like Pierre, CRMC fails to provide the other Aggrieved Employees with
13 compliant meal and rest periods.

14 87. Instead, CRMC requires the Aggrieved Employees to work continuously
15 throughout their shifts, and they are not fully relieved of all their duties for 30-minute meal
16 periods, even when they work more than 5 hours a day.

17 88. And the Aggrieved Employees are not authorized and permitted to take a second
18 duty free 30-minute meal period when they work more than 10 hours a day.

19 89. And the Aggrieved Employees are not fully relieved of all their duties for 10-minute
20 rest periods for every 4 hours they work or major fraction thereof.

21 90. Instead, CRMC requires Aggrieved Employees to work continuously throughout
22 their shifts.

23 91. Like Pierre, CRMC expects and requires the Aggrieved Employees to be available
24 to work during their entire shifts, even during any attempted meal or rest periods.

25 92. But, like Pierre, CRMC also fails to pay the other Aggrieved Employees 1 hour of
26 premium pay for each day CRMC denies them a compliant meal period, in willful violation of
27 California law.

28 93. And CRMC also fails to pay the Aggrieved Employees 1 hour of premium pay for

each day CRMC denies them a compliant rest period, in willful violation of California law.

94. Finally, like Pierre, CRMC fails to provide the other Aggrieved Employees with accurate itemized wage statements as required by California law.

95. The wage statements CRMC provides to Pierre and the other Aggrieved Employees are not accurate because they do not reflect the accurate number of hours worked, the actual gross wages earned, overtime wages earned, double time wages earned, premium pay earned, and/or actual net wages earned, in willful violation of California law.

96. The Aggrieved Employees are owed unpaid wages, including overtime wages and premium wages, when their employment terminates.

97. These wages remain unpaid under CRMC's policies and practices, and thus, CRMC fails to pay all wages due to the Aggrieved Employees upon termination of employment, in willful violation of California law.

98. CRMC's violations of the California Labor Code are willful, carried out in bad faith, and have caused significant damage to the Aggrieved Employees.

COUNT I

PENALTIES PURSUANT TO LABOR CODE § 2699(a)

99. Labor Code § 2699(a) provides:

Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees.

100. Labor Code § 203 provides, in relevant part:

If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than 30 days.

101. Labor Code § 226(a) provides:

Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

102. Labor Code § 226(e)(1) provides:

An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees.

103. Labor Code § 226.3 provides:

Any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil penalties provided for in this section are in addition to any other penalty provided by law. In enforcing this section, the Labor Commissioner shall take into consideration whether the violation was inadvertent, and in his or her discretion, may decide not to penalize an employer for a first violation when that violation was due to a clerical error or inadvertent mistake.

104. Labor Code § 558(a) and (c) provide:

(a) Any employer [] who violates, or causes to be violated, a section of this chapter or any provisions regulating hours and days of work in any order of the Industrial Welfare Commission

1 shall be subject to a civil penalty as follows: (1) For any initial
2 violation, fifty dollars (\$50) for each underpaid employee for
3 each pay period for which the employee was underpaid in
4 addition to an amount sufficient to recover underpaid wages. (2)
5 For each subsequent violation, one hundred dollars (\$100) for
6 each underpaid employee for each pay period for which the
7 employee was underpaid in addition to an amount sufficient to
8 recover underpaid wages.... (c) The civil penalties provided for
9 in this section are in addition to any other civil or criminal
10 penalty provided by law.

11 105. Labor Code § 226.8(a) through (c) provides:

12 (a) It is unlawful for any person or employer to engage in any of
13 the following activities: (1) Willful misclassification of an
14 individual as an independent contractor. (2) Charging an
15 individual who has been willfully misclassified as an independent
16 contractor a fee, or making any deductions from compensation,
17 for any purpose, including for goods, materials, space rental,
18 services, government licenses, repairs, equipment maintenance,
19 or fines arising from the individual's employment where any of
20 the acts described in this paragraph would have violated the law
21 if the individual had not been misclassified. (b) If the Labor and
22 Workforce Development Agency or a court issues a
23 determination that a person or employer has engaged in any of
24 the enumerated violations of subdivision (a), the person or
25 employer shall be subject to a civil penalty of not less than five
26 thousand dollars (\$5,000) and not more than fifteen thousand
27 dollars (\$15,000) for each violation, in addition to any other
28 penalties or fines permitted by law. (c) If the Labor and
Workforce Development Agency or a court issues a
determination that a person or employer has engaged in any of
the enumerated violations of subdivision (a) and the person or
employer has engaged in or is engaging in a pattern or practice
of these violations, the person or employer shall be subject to a
civil penalty of not less than ten thousand dollars (\$10,000) and
not more than twenty-five thousand dollars (\$25,000) for each
violation, in addition to any other penalties or fines permitted by
law.

106. Pierre seeks civil penalties pursuant to Labor Code § 2699(a) for each failure by
CRMC, as alleged in this Complaint, to timely pay all wages owed to the Aggrieved Employees in
compliance with Labor Code §§ 201-202 in the amounts established by Labor Code § 203.

107. Pierre seeks such penalties as an alternative to the penalties available to individual
litigants under Labor Code § 203 where applicable, as prayed for herein.

108. Pierre also seeks civil penalties pursuant to Labor Code § 2699(a) for each failure
by CRMC, alleged in this Complaint, to provide the Aggrieved Employees with accurate, itemized

1 wage statements in compliance with Labor Code § 226(a) in the amounts established by Labor
2 Code § 226(e).

3 109. Pierre also seeks civil penalties in the amounts described under Labor Code § 558
4 pursuant to Labor Code § 2699(a) for each pay period in which CRMC, as alleged in this
5 Complaint, failed to pay the Aggrieved Employees for all overtime wages and double wages owed.

6 110. Pursuant to Labor Code § 2699.3(a)(1) and (2), Pierre provided the LWDA with
7 notice of his intention to file this claim on March 17, 2025.

8 111. More than sixty-five (65) calendar days have passed without notice from the
9 LWDA.

10 112. As such, Pierre has satisfied all administrative prerequisites to commence this civil
11 action in compliance with § 2699.3(a).

12 113. Pierre seeks the aforementioned penalties on behalf of the State and the other
13 Aggrieved Employees as set forth in Labor Code § 2699(g) and (i).

14 114. CRMC is liable to the Aggrieved Employees and the State of California for the civil
15 penalties set forth in this Complaint, with interest thereon.

16 115. Pierre is also entitled to an award of attorneys' fees and costs as set forth below.

17 116. Wherefore, Pierre and the Aggrieved Employees request relief as hereinafter
18 provided.

19 COUNT II

20 **PENALTIES PURSUANT TO LABOR CODE § 2699(f)**

21 117. Labor Code § 2699(f) provides:

22 For all provisions of this code except those for which a civil
23 penalty is specifically provided, there is established a civil
24 penalty for a violation of these provisions, as follows: ... (2) If, at
25 the time of the alleged violation, the person employs one or more
26 employees, the civil penalty is one hundred dollars (\$100) for
each aggrieved employee per pay period for the initial violation
and two hundred dollars (\$200) for each aggrieved employee per
pay period for each subsequent violation.

27 118. Labor Code § 200 defines wages as "all amounts for labor performed by employees
28 of every description, whether the amount is fixed or ascertained by the standard of time, task,

1 piece, commission basis, or other method of calculation.” All such wages are subject to
2 California’s overtime requirements, including those set forth above.

3 119. Labor Code § 204(a) provides that “[a]ll wages . . . earned by any person in any
4 employment are due and payable twice during each calendar month[.]”

5 120. Labor Code § 510(a) provides as follows:

6 Eight hours of labor constitutes a day’s work. Any work in excess
7 of eight hours in one workday and any work in excess of 40 hours
8 in any one workweek and the first eight hours worked on the
9 seventh day of work in any one workweek shall be compensated
10 at the rate of no less than one and one-half times the regular rate
11 of pay for an employee. Any work in excess of 12 hours in one
12 day shall be compensated at the rate of no less than twice the
13 regular rate of pay for an employee.

14 121. IWC Wage Order 16-2001(3)(A)(1) states that employees:

15 ...shall not be employed more than eight (8) hours in any
16 workday or more than 40 hours in any workweek unless the
17 employee receives one and one-half (1 ½) times such employee’s
18 regular rate of pay for all hours worked over 40 hours in the
19 workweek. Employment beyond eight (8) hours in any workday
20 or more than six (6) days in any workweek is permissible
21 provided the employee is compensated for such overtime at not
22 less than ... [o]ne and one-half (1½) times the employee’s
23 regular rate of pay for all hours worked in excess of eight (8)
24 hours up to and including 12 hours in any workday, and for the
25 first eight (8) hours worked on the seventh (7th) consecutive day
26 of work in a workweek....

27 122. Labor Code § 1194(a) provides as follows:

28 Notwithstanding any agreement to work for a lesser wage, any
employee receiving less than the legal minimum wage or the
legal overtime compensation applicable to the employee is
entitled to recover in a civil action the unpaid balance of the full
amount of this minimum wage or overtime compensation,
including interest thereon, reasonable attorneys’ fees, and costs
of suit.

123. Labor Code § 1174(d) provides as follows:

Every person employing labor in this state shall: . . . (d) Keep, at
a central location in the state or at the plants or establishments
at which employees are employed, payroll records showing the
hours worked daily by and the wages paid to, and the number of
piece-rate units earned by and any applicable piece rate paid to,
employees employed at the respective plants or establishments.
These records shall be kept in accordance with rules established
for this purpose by the commission, but in any case shall be kept
on file for not less than three years. An employer shall not

1 prohibit an employee from maintaining a personal record of
2 hours worked, or, if paid on a piece-rate basis, piece-rate units
3 earned.

4 124. Labor Code § 1198 makes it unlawful for employers to employ employees under
5 conditions that violate relevant Wage Order(s).

6 125. To the extent that any violation alleged herein does not carry penalties under Labor
7 Code § 2699(a), Pierre seeks civil penalties pursuant to Labor Code § 2699(f) for the Aggrieved
8 Employees for each pay period in which such employee was aggrieved, in the amounts established
9 by Labor Code § 2699(f).

10 126. Pierre seeks civil penalties under Labor Code § 2699(f) for CRMC's violations of
11 Labor Code §§ 226.7, 227.3 510, 512, 1198, and 1198.5.

12 127. Pursuant to Labor Code § 2699.3(a)(1) and (2), Pierre has provided the LWDA with
13 notice of his intention to file this claim.

14 128. More than sixty-five (65) calendar days have passed without notice from the
15 LWDA. Thus, Pierre satisfied all administrative prerequisites to commence this civil action.

16 129. Pierre seeks the aforementioned penalties on behalf of the Aggrieved Employees
17 and the State of California as set forth in Labor Code § 2699(g) and (i).

18 130. Labor Code § 2699(f)(2) provides a civil penalty of one hundred dollars (\$100) for
19 each aggrieved employee per pay period for the initial violation of a Labor Code provision that
20 does not provide for a civil penalty if, at the time of the violation, the employer employs one or
21 more employees. Labor Code § 2699(f)(2) provides for a civil penalty of two hundred dollars
22 (\$200) for each aggrieved employee per pay period for each subsequent violation of a Labor Code
23 provision that does not provide a civil penalty if, at the time of the violation, the employer employs
24 one or more employees.

25 131. CRMC is liable to the State of California and Aggrieved Employees for the civil
26 penalties set forth in this Complaint.

27 132. Pierre is also entitled to an award of attorneys' fees and costs.

28 133. Wherefore, Pierre and the Aggrieved Employees request relief as hereinafter
provided.

1 **RELIEF SOUGHT**

2 WHEREFORE, Pierre, on behalf of the State of California and the Aggrieved Employees,
3 requests the following relief:

- 4 a. A declaratory judgment that CRMC's conduct violated the Labor Code as
5 alleged herein;
- 6 b. An order awarding civil penalties against CRMC to the fullest extent
7 provided for by PAGA;
- 8 c. An award of attorneys' fees, costs, and expenses as provided by the
9 California Labor Code, including Labor Code § 2699(g)(1); California Code
10 of Civil Procedure §1021.5; and/or any other applicable law;
- 11 d. Pre- and post-judgment interest on any amounts awarded at the highest
12 applicable allowed by law; and
- 13 e. Such other and further relief as this Court deems just and proper.
- 14

15 Date: June 9, 2025

Respectfully submitted,

16 **JOSEPHSON DUNLAP LLP**

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19 William M. Hogg (SBN 338196)

20 *Counsel for Pierre, on Behalf of the State of*
21 *California and Aggrieved Employees*

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